

incurred by the Corporation and any Shareholder in preventing, rectifying, attempting to prevent or rectify or otherwise responding to any action, attempted action or inaction, which could terminate the Corporation's status as an S corporation.

(e) Additionally and notwithstanding any terms or provisions of this Agreement to the contrary, in the event a Shareholder or any beneficiary of any trust that is a Shareholder in any manner or capacity causes or authorizes, or threatens or attempts to cause or authorize, by action or inaction (including without limitation, loss of eligibility (pursuant to the Code) as an S corporation shareholder and any transfer of shares of stock (including without limitation transfers resulting from a Shareholder's death)), whether intentional or otherwise, the termination of the Corporation's status as an S corporation (except as permitted in subparagraph (b)), the Corporation thereupon shall have the right and option, exercisable by written notice thereof to such Shareholder ("defaulting Shareholder") or the personal representative of a deceased defaulting Shareholder, as the case may be, to purchase all of the shares in the Corporation owned by such defaulting Shareholder or the estate of the deceased defaulting Shareholder. The Corporation shall have one hundred twenty (120) days following (i) receipt by the Corporation of written notice of such action or inaction, whether threatened or already attempted, or (ii) the date the Corporation gains actual knowledge that such action or inaction is threatened or has occurred whichever occurs first, to exercise such option. In the event the Corporation (i) elects not to exercise its option or (ii) fails to exercise such option within the option period, the remaining Shareholders (other than the defaulting Shareholder or the personal representative of a deceased defaulting Shareholder, as the case may be), then shall have the right and option for a period of sixty (60) days following the expiration of the foregoing initial one hundred twenty (120) day period to purchase the subject shares, which right shall be exercisable by written notice thereof

to the defaulting Shareholder or the personal representative of the deceased defaulting Shareholder, as the case may be. If there is more than one remaining Shareholder, then each such remaining Shareholder shall have the right to purchase such portion of the shares of the defaulting Shareholder as the number of shares owned by each such remaining Shareholder at such date shall bear to the total number of shares owned by all remaining Shareholders; provided, however, that if any remaining Shareholder shall not elect to purchase his or her full proportionate number of shares, the balance of any such shares may be purchased by the other remaining Shareholders in similar proportions.

It expressly is understood that neither the Corporation nor the remaining Shareholders have any obligation to purchase shares pursuant to this subparagraph (e), and the liability of the defaulting Shareholder, the estate of a deceased defaulting Shareholder or any beneficiary of any trust that is a Shareholder hereunder, as the case may be, shall not be affected by the failure of the Corporation or the remaining Shareholders to elect to purchase shares pursuant to this subparagraph (e).

For the purposes of this subparagraph (e), any election or decision by the Corporation with regard to the purchase of a defaulting Shareholder's shares or a deceased defaulting Shareholder's shares, as the case may be, shall be made pursuant to a majority vote of the outstanding shares of the Corporation, the shares owned by the defaulting Shareholder or the deceased defaulting Shareholder not voting nor being counted in the total number of shares outstanding.

The purchase price of the shares shall be the value determined pursuant to subparagraphs (i) and (ii) below multiplied by seventy-five percent (75%):

- (i) The price established by "Schedule A", if any, attached hereto and incorporated herein by reference; provided that said schedule shall not be valid unless dated within the eighteen (18) full calendar months immediately preceding the exercise of the option to purchase the stock

resulting in the sale and purchase of stock hereunder, or

(ii) In the event that (A) there is no value established pursuant to subparagraph (i) above, or (B) any value so established was not established within the required eighteen (18) month period, then the per share value shall be the per share value as of the date of the exercise of the option to purchase the stock which results in the sale and purchase of shares hereunder, as determined by arbitration pursuant to the provisions of the paragraph of this Agreement entitled "Arbitration".

WARD AND SMITH, P.A., ATTORNEYS AT LAW
The purchase shall be closed and the purchase price shall be paid in cash or other immediately available funds at the offices of Ward and Smith, P.A., attorneys at law, at 10:00 a.m. on a date determined by the Corporation or remaining Shareholders, as the case may be, by written notice to the defaulting Shareholder or the personal representative of the deceased defaulting Shareholder, which date shall be within ninety (90) days after the election to purchase pursuant hereto unless arbitration is necessary to determine value, in which case the time for payment shall be extended, if necessary, to allow for the completion of the arbitration procedure pursuant to the provisions of this Agreement.

At the closing, the defaulting Shareholder or the personal representative of the deceased defaulting Shareholder, as the case may be, shall deliver to the Corporation certificates for the shares which properly shall be endorsed with the signature guaranteed by a national or state bank so as to transfer and convey absolute title to said shares free and clear of any lien, pledge, defect in title, encumbrance, right or option to purchase, or claim of any kind. The personal representative of the deceased defaulting Shareholder, in addition to all other conditions and obligations imposed hereunder, shall deliver to the Corporation at the closing a bond or other security in form and amount satisfactory to counsel for the Corporation for the purpose of saving harmless the Corporation from the lien of federal estate

taxes, state inheritance/estate taxes, and all other taxes which may attach to the shares.

6. ENDORSEMENT ON CERTIFICATE - Each certificate representing a share or shares of stock of the Corporation now or hereafter held by the Shareholders shall have the following inscription placed upon same by the Secretary of the Corporation:

"This certificate is held subject to the provisions of an Agreement of Shareholders dated the 12th day of March, 1990, which restricts the right of transfer of this certificate. A copy of said Agreement is on file at the registered office of the Corporation."

7. SPECIFIC PERFORMANCE - Except with regard to any indemnification provided for herein, the parties hereto do declare that it is impossible to measure in money the damages that would accrue to a party or to the estate of a deceased Shareholder by reason of failure of performance of any obligations under this Agreement. Therefore, in the event that any party hereto or the personal representative of a deceased Shareholder shall institute any action or proceeding to enforce the provisions hereof, the defendant or defendants against whom such action or proceeding is brought hereby do waive the claim or defense therein that such party or the personal representative of a deceased Shareholder has an adequate remedy at law, and such person shall not urge in any action or proceeding the claim or defense that such remedy at law exists, the parties hereto expressly recognizing that specific performance of this Agreement is the only adequate remedy for any failure of performance hereunder.

8. NOTICE - All notices pursuant to this Agreement shall be in writing delivered in person or by certified or registered United States mail, return receipt requested with postage prepaid. The last or best known address on file with the Corporation shall be utilized and refusal or non-delivery at said address shall be deemed delivery after seven (7) days. Any acceptances hereunder shall be in writing. A copy of all notices and acceptances

likewise shall be delivered to the Secretary of the Corporation at the time of the issuance of the original of same, but the failure to so deliver such copy shall not affect the validity of the delivery of the original.

9. **BINDING EFFECT** - This Agreement shall be binding upon the Shareholders and the Corporation who are parties hereto and, as applicable, their respective heirs, legal representatives, successors or assigns.

If the Corporation is unable to make any purchase required of it hereunder because of the provisions of the applicable statutes or the Corporation's Charter or Bylaws, the Corporation agrees to take such action as may be necessary for the Corporation to make such purchase, but not in violation of applicable law. Each Shareholder hereby does agree to and further does direct such Shareholder's executor, administrator or personal representative to vote any stock held by such Shareholder or by the personal representative thereof as aforesaid to carry out the terms of this Agreement.

10. **AMENDMENT OR MODIFICATION** - Except as provided in the following paragraph as to termination, this Agreement may be altered, amended or terminated only by a writing signed by all of the Shareholders hereto and the Corporation, and any written waiver of any requirement by all parties shall be for that one occasion and shall not be continued unless expressly so provided in writing.

11. **TERMINATION** - This Agreement shall terminate upon the occurrence of any of the following events:

(a) Final adjudication of bankruptcy or receivership of the Corporation; or,

(b) Formal dissolution of the Corporation; or,

(c) Death of all Shareholders covered by this Agreement within a period of sixty (60) days; or,

(d) When there survives only one (1) Shareholder who is a party to this Agreement and the terms and conditions of this

Agreement as to the withdrawn or deceased Shareholders have been completed; or,

(e) Execution of a termination agreement pursuant to the preceding paragraph.

12. ARBITRATION - In the event of a disagreement with respect to valuation of shares, the dispute shall be referred to an arbitration committee whose decision shall be binding on all of the parties hereto without further action or recourse. The arbitration committee shall value the shares by determining the fair market value of the Corporation and then dividing such fair market value by the total number of issued and outstanding shares to obtain a per share value. The per share value so determined shall not be subject to any discount, premium or other adjustment.

The arbitration committee shall be comprised of three (3) persons, each of whom is a resident of the State of North Carolina. The remaining Shareholders on behalf of the Corporation and the personal representative of the deceased Shareholder each shall name one person to serve on the arbitration committee, and the two (2) persons so chosen shall choose a third person. The decision of two (2) members of the committee shall be the decision of the committee. In the event that arbitration shall be necessary to determine the value of shares, the committee shall determine a reasonable rate of interest to be paid on the purchase price for the period that closing shall be postponed as a result of the disagreement with respect to valuation and the resulting arbitration process.

In the event that the members of the arbitration committee are not chosen within thirty (30) days from the date a party hereto gives notice of a demand for arbitration, any party hereto thereafter shall have the right to apply to an appropriate court for the appointment by the court pursuant to North Carolina General Statutes Section 1-567.4 to the committee of three (3) qualified and disinterested arbitrators.

To assist the committee in its function as arbitrator, the committee may employ an attorney, certified public accountant, and any other person(s) to be of assistance in the arbitration of any matter before the committee. The expenses of the committee, including those of the persons employed to be of assistance to the committee, shall be borne equally by the two (2) foregoing nominating parties. Except as herein provided, the provisions of Article 45A of Chapter 1 of the North Carolina General Statutes will apply in arbitration proceedings.

In any determination of value made after the death of a Shareholder, the value of any insurance proceeds received by the Corporation as the result of the Shareholder's death shall not be taken into consideration.

13. INVALID PROVISION - The invalidity or unenforceability for any reason of any particular provision or provisions of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted.

14. MISCELLANEOUS - The paragraph headings are for the convenience of reference only and shall not be considered terms of this Agreement. Whenever required by the context, the masculine gender shall include the feminine; the singular the plural, and vice-versa.

15. ENTIRE AGREEMENT - The parties hereto hereby do agree that no representations or inducements have been made other than those expressed herein and that this Agreement contains the entire agreement between all parties hereto.

16. GOVERNING LAW AND VENUE - This Agreement is executed in the County of Craven, State of North Carolina, and the parties hereto agree that without regard to principles of conflicts of laws, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance and enforcement of this Agreement. The parties hereto agree that any action relating to this Agreement shall be instituted and

prosecuted in the courts of the County of Craven, State of North Carolina and each party hereto hereby does waive any and all defenses relating to venue and jurisdiction over the person.

IN WITNESS WHEREOF, the individual parties hereto have executed this Agreement by subscribing their names and adopting as their respective seals the typewritten word "SEAL" appearing beside their names, and the Corporation has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be affixed hereto, all by order of its board of directors duly given, as of the day and year first above written.

Edward L. Bolding, Sr. (SEAL)
Edward L. Bolding, Sr.

Ramona G. Bolding (SEAL)
Ramona G. Bolding

Theresa Schreiber (SEAL)
Theresa Schreiber

Paul Schreiber (SEAL)
Paul Schreiber

SPARTAN BROADCASTING, INC.

By: Edward L. Bolding, Jr. President

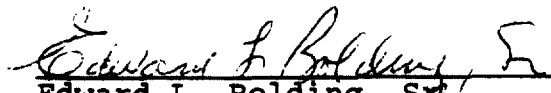
ATTEST:

Thomas L. Moore
Thomas L. Moore, Secretary

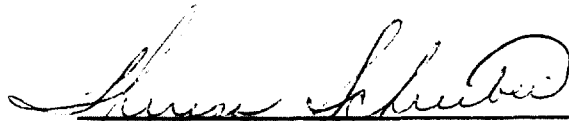
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3-23-90
90-03-01419


SCHEDULE A

The undersigned mutually agree on this ____ day of _____, 19__, for the purposes of this Agreement of Shareholders, each such share of the Corporation has a value of _____ Dollars (\$_____).

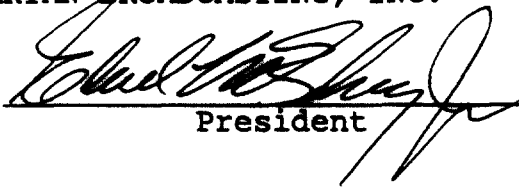

Edward L. Bolding, Sr.
Shareholder


Ramona G. Bolding
Shareholder

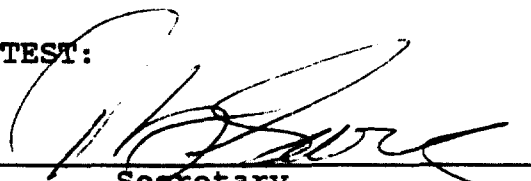

Theresa Schreiber
Shareholder


Paul Schreiber
Shareholder

SPARTAN BROADCASTING, INC.

By: 
President

ATTEST:


Secretary

90-0003(A)
9SME
03-23-90
90-03-01565

MM 96-110

SHAREHOLDERS LEDGER
OF
SPARTAN BROADCASTING, INC.
MARCH 12, 1990

<u>CERT. NO.</u>	<u>NAME</u>	<u>DATE</u>	<u>NO. SHARES</u>	<u>STATUS</u>
1	Edward L. Bolding, Sr. and Ramona G. Bolding	3/12/90	70,000	Active
2	Theresa Schreiber and Paul Schreiber	3/12/90	30,000	Active
TOTAL ISSUED			100,000	

90-0003(A)
23ABA
90-04-01322

CONSENT OF SHAREHOLDERS
OF
SPARTAN BROADCASTING, INC.
TO ACTION WITHOUT MEETING

COPY

We, the undersigned, being all of the shareholders of Spartan Broadcasting, Inc., hereby do adopt the following resolutions by signing our written consent thereto, and by the execution of these minutes, hereby do waive any and all formalities of meeting, including but not limited to notice, time, date, place and purpose of said meeting.

ELECTION OF DIRECTORS

WHEREAS, the shareholders of the corporation desire to elect directors of the corporation to serve as such until their successors shall have been duly elected and qualified.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the following persons be, and they hereby are, elected as directors of the corporation to serve as such until their successors shall have been duly elected and qualified:

Edward L. Bolding, Sr.
Edward L. Bolding, Jr.
Theresa Schreiber

This action is effective as of the 12th day of March, 1990.

Edward L. Bolding Sr.
Edward L. Bolding, Sr., Shareholder

Ramona G. Bolding
Ramona G. Bolding, Shareholder

Theresa Schreiber
Theresa Schreiber, Shareholder

Paul Schreiber
Paul Schreiber, Shareholder

90-0003(A)
14ADCR/14
90-03-0901



I GENERAL POLICY

It is the policy of Station WJCS to provide equal employment opportunity to all qualified individuals without regard to race, color, religion, national origin, age or sex in all personnel actions including recruitment, evaluation, selection, promotion, compensation, training, discipline and termination.

It is also the policy of Station WJCS to promote the realization of equal employment opportunity through a positive, continuing program of specific practices designed to ensure the full realization of equal employment opportunity without regard to race, color, religion, national origin, age, or sex.

To make this policy effective, and to ensure conformance with the Rules and Regulations of the Federal Communications Commission, we have developed an Equal Employment Opportunity Program, which includes the following elements:

II RESPONSIBILITY FOR IMPLEMENTATION

Thomas L. Moore, Vice President/General Manager, is responsible for the administration and implementation of our Equal Employment Opportunity Program. It is also the responsibility of all persons making employment decisions with respect to recruitment, evaluation, selection, promotion, compensation, training, discipline, and termination of employees to ensure that our policy and program is adhered to and that no person is discriminated against in employment because of race, color, religion, national origin, age, or sex.

III POLICY DISSEMINATION

To assure that all members of the staff are cognizant of our Equal Employment Opportunity Policy and their individual responsibilities in carrying out this policy, the following communication efforts are made:

a) The station's employment application form contains a notice informing prospective employees that discrimination because of race, color, religion, national origin, age, or sex is prohibited, and that they may notify the appropriate local, state or federal agency if they believe they have been the victim of discrimination.

b) Appropriate notices are posted informing applicants and employees that the station is an Equal Opportunity Employer and of their right to notify an appropriate local, state or federal agency if they believe they have been the victim of discrimination.

**BROADCAST EQUAL EMPLOYMENT OPPORTUNITY
MODEL PROGRAM REPORT**

1. APPLICANT

Name of Applicant Theresa Schreiber	Address 8843 Hawthorne Avenue Surfside, Florida 33154
Telephone Number (include area code) (305) 864-3525	

2. This form is being submitted in conjunction with:

☐ Application for Construction Permit for New Station ☐ Application for Assignment of License

☒ Application for Transfer of Control

(a) Call letters (or channel number of frequency) WTCS

(b) Community of License (city and state) Wayboro, North Carolina

(c) Service:

☐ AM ☒ FM ☐ TV ☐ Other (Specify) _____

INSTRUCTIONS

Applicants seeking authority to construct a new commercial, noncommercial or international broadcast station, applicants seeking authority to obtain assignment of the construction permit or license of such a station, and applicants seeking authority to acquire control of an entity holding such construction permit or license are required to afford equal employment opportunity to all qualified persons and to refrain from discrimination in employment and related benefits on the basis of race, color, religion, national origin or sex. See Section 73.2080 of the Commission's Rules. Pursuant to these requirements, an applicant who proposes to employ five or more full-time employees must establish a program designed to assure equal employment opportunity for women and minority groups (that is, Blacks not of Hispanic origin, Asians or Pacific Islanders, American Indians or Alaskan Natives and Hispanics). This is submitted to the Commission as the Model EEO Program. If minority group representation in the available labor force is less than five percent (in the aggregate), a program for minority group members is not required. In such cases, a statement so indicating must be set forth in the EEO model program. However, a program must be filed for women since they comprise a significant percentage of virtually all area labor forces. If an applicant proposes to employ fewer than five full-time employees, no EEO program for women or minorities need be filed.

Guidelines for a Model EEO Program and a Model EEO Program are attached.

NOTE: Check appropriate box, sign the certification below and return to FCC:

☐ Station will employ fewer than 5 full-time employees; therefore no written program is being submitted.

☒ Station will employ 5 or more full-time employees. Our Model EEO Program is attached. (You must complete all sections of this form.)

I certify that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 12 day of July, 19 90
Signed Theresa Schreiber
Title Permittee

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.**

GUIDELINES TO THE MODEL EEO PROGRAM

The model EEO program adopted by the Commission for construction permit applicants, assignees and transferees contains five sections designed to assist the applicant in establishing an effective EEO program for its station. The specific elements which should be addressed are as follows:

I. GENERAL POLICY

The first section of the program should contain a statement by the applicant that it will afford equal employment opportunity in all personnel actions without regard to race, color, religion, national origin or sex, and that it has adopted an EEO program which is designed to fully utilize the skills of qualified minorities and women in the relevant available labor force.

II. RESPONSIBILITY FOR IMPLEMENTATION

This section calls for the name (if known) and title of the official who will be designated by the applicant to have responsibility for implementing the station's program.

III. POLICY DISSEMINATION

The purpose of this section is to disclose the manner in which the station's EEO policy will be communicated to employees and prospective employees. The applicant's program should indicate whether it: (a) intends to utilize an employment application form which contains a notice informing job applicants that discrimination is prohibited and that persons who believe that they have been discriminated against may notify appropriate governmental agencies; (b) will post a notice which informs job applicants and employees that the applicant is an equal opportunity employer and that they may notify appropriate governmental authorities if they believe that they have been discriminated against; and (c) will seek the cooperation of labor unions, if represented at the station, in the implementation of its EEO program and in the inclusion of nondiscrimination provisions in union contracts. The applicant should also set forth any other methods it proposes to utilize in conveying its EEO policy (e.g., orientation materials, on-air announcements, station newsletter) to employees and prospective employees.

IV. RECRUITMENT

The applicant should specify the recruitment sources and other techniques it proposes to use to attract qualified minority and female job applicants. Not all of the categories of recruitment sources need be utilized. The purpose of the listing is to assist the applicant in developing specialized referral sources to establish a pool of qualified minorities and women who can be contacted as job opportunities occur. Sources which subsequently prove to be nonproductive should not be relied on and new sources should be sought.

V. TRAINING

Training programs are not mandatory. Each applicant is expected to decide, depending upon its own individual situation, whether a training program is feasible and would assist in its effort to increase the available pool of qualified minority and female applicants. Additionally, the applicant may set forth any other assistance it proposes to give to students, schools or colleges which is designed to be of benefit to minorities and women interested in entering the broadcasting field. The beneficiary of such assistance should be listed, as well as the form of assistance, such as contributions to scholarships, participation in work study programs, and the like.

MODEL EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

I. GENERAL POLICY

It will be our policy to provide employment opportunity to all qualified individuals without regard to their race, color, religion, national origin or sex in all personnel actions including recruitment, evaluation, selection, promotion, compensation, training and termination.

It will also be our policy to promote the realization of equal employment opportunity through a positive, continuing program of specific practices designed to ensure the full realization of equal employment opportunity without regard to race, color, religion, national origin or sex.

To make this policy effective, and to ensure conformance with the Rules and Regulations of the Federal Communications Commission, we have adopted an Equal Employment Opportunity Program which includes the following elements:

II. RESPONSIBILITY FOR IMPLEMENTATION

(Name/Title) Thomas L. Moore, General Manager will be responsible for the administration and implementation of our Equal Employment Opportunity Program. It will also be the responsibility of all persons making employment decisions with respect to the recruitment, evaluation, selection, promotion, compensation, training and termination of employees to ensure that our policy and program is adhered to and that no person is discriminated against in employment because of race, color, religion, national origin or sex.

III. POLICY DISSEMINATION

To assure that all members of the staff are cognizant of our equal employment opportunity policy and their individual responsibilities in carrying out this policy, the following communication efforts will be made:

- ☒ The station's employment application form will contain a notice informing prospective employees that discrimination because of race, color, religion, national origin or sex is prohibited and that they may notify the appropriate local, State or Federal agency if they believe they have been the victims of discrimination.
- ☒ Appropriate notices will be posted informing applicants and employees that the station is an Equal Opportunity Employer and of their right to notify an appropriate local, State or Federal agency if they believe they have been the victims of discrimination.
- ☐ We will seek the cooperation of unions, if represented at the station, to help implement our EEO program and all union contracts will contain a nondiscrimination clause.
- ☒ Other (specify) We will hold regularly scheduled Department Head Meetings during which time, all will be instructed to inform their staff to encourage minority applicants to apply for available positions.

IV. RECRUITMENT

To ensure nondiscrimination in relation to minorities and women, and to foster their full consideration whenever job vacancies occur, we propose to utilize the following recruitment procedures:

- ☒ We will contact a variety of minority and women's organizations to encourage the referral of qualified minority and women applicants whenever job vacancies occur. Examples of organizations we intend to contact are:
- New Bern Women's Club
North Carolina Council Status of Women
NAACP

- ☒ In addition to the organizations noted above, which specialize in minority and women candidates, we will deal only with employment services, including State employment agencies, which refer job candidates without regard to their race, color, religion, national origin or sex. Examples of these employment referral services are:

North Carolina Security Commission
Temporary Employee Services

- ☒ When we recruit prospective employees from educational institutions such recruitment efforts will include area schools and colleges with minority and women enrollments. Educational institutions to be contacted for recruitment purposes are:

North Carolina Division of Vocational Rehabilitation
Craven Community College
Pamlico Community College

- ☒ When we place employment advertisements with media some of such advertisements will be placed in media which have significant circulation or viewership or are of particular interest to minorities and women. Examples of media to be utilized are:

The Sun Journal
Pamlico News
The Shopper

- ☒ We will encourage employees to refer qualified minority and women candidates for existing and future job openings.

V. TRAINING

- ☐ Station resources and/or needs will be such that we will be unable or do not choose to institute programs for upgrading the skills of employees.
- ☒ We will provide on-the-job training to upgrade the skills of employees.
- ☒ We will provide assistance to students, schools, or colleges in programs designed to enable qualified minorities and women to compete in the broadcast employment market on an equitable basis:

School or Other Beneficiary
Craven Community College
Pamlico Community College
Local High Schools

Proposed Form of Assistance
Part time employment,
equipment and production
training.

☒ Other (specify)

We will make our studios available for training and recording of audition tapes to women's and ethnic minority groups.

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to determine if the application requested is consistent with the public interest. The staff, consisting variously of attorneys, analysts, engineers, and applications examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(b)(3) AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.